

To: Reseller Customers of Hansgrohe Authorized Distributors

Re: **Hansgrohe and AXOR Brand Authorized Reseller Policy**

Effective Date: September 1, 2019

Hansgrohe, Inc. (“**Hansgrohe**”) is committed to protecting and maintaining its highly regarded brands and reputation for excellence. Its products are unparalleled, featuring superior engineering, technology and progressive design. Hansgrohe believes that certain sales, advertising, and customer service practices are inconsistent with its competitive strategy for its products and for the brand image as an innovation and technology leader in the plumbing industry. These practices also may undermine the commitment of Hansgrohe and its authorized sellers to provide an appropriate level of service, merchandising, advertising and promotion in support of Hansgrohe’s strategy and the hansgrohe and AXOR brand images. Hansgrohe has adopted the following Hansgrohe and AXOR Brand Authorized Reseller Policy (“**Reseller Policy**”) which applies to all reseller customers of Hansgrohe Authorized Distributors in the United States of America. This Reseller Policy applies to all hansgrohe- and AXOR-branded products (“**Products**”).

This Reseller Policy replaces and supersedes any prior Hansgrohe and AXOR Brand Sales Policies. By purchasing Products from Hansgrohe or an Authorized Hansgrohe Distributor for resale to End Users (as defined herein), you (“**Reseller**”) agree to adhere to the following terms. Until such status is otherwise revoked by Hansgrohe in Hansgrohe’s sole and absolute discretion, Reseller shall be considered an “**Authorized Reseller**” hereunder. Hansgrohe may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller’s facility and records related to the sale of the Products.

1. **Authorized Customers:** Reseller is authorized to sell Products to End Users. An “**End User**” is a purchaser of the Products who (i) is the ultimate consumer of the Products and who does not intend to resell the Products to any third party, or (ii) purchases the Products to install for an ultimate consumer and who does not intend to resell the Products in an uninstalled state. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products in an uninstalled state. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without Hansgrohe’s prior written consent.
2. **Online Sales:**
 - (a) **Reseller shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum without the prior written consent of Hansgrohe, granted through execution by Hansgrohe of the Hansgrohe and AXOR Brand Internet Sales Agreement.** The terms of this Reseller Policy supersede any prior agreement between Hansgrohe and Reseller regarding the sale of Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Hansgrohe to sell Products on or through a website, mobile application, or other online forum is hereby revoked.

- (b) If Reseller is interested in becoming an Authorized Online Reseller, Reseller must submit a Hansgrohe and AXOR Brand Internet Sales Application, which shall be subject to approval by Hansgrohe in its sole discretion. Hansgrohe will consider new applications on at least a quarterly basis. Additional information regarding the application and approval process may be obtained by emailing sales.support@hansgrohe.com.
 - (c) Authorized Resellers that satisfy the criteria set forth in the Hansgrohe and AXOR Brand Internet Sales Application (as revised from time to time) may be designated as **“Authorized Online Resellers”** of Products in Hansgrohe’s sole discretion after execution by Authorized Reseller and Hansgrohe of the Hansgrohe and AXOR Brand Internet Sales Agreement, with such status to be reviewed from time to time by Hansgrohe.
 - (d) Authorized Resellers that are designated as Authorized Online Resellers will receive the following benefits:
 - Authorization to sell Authorized Products (as defined in the Hansgrohe and AXOR Brand Internet Sales Agreement) online through Authorized Websites (as defined in the Hansgrohe and AXOR Brand Internet Sales Agreement).
 - Training or materials for its online customer service team on the Products and hansgrohe- and AXOR-brand technology.
 - Permission to use Hansgrohe logos and other digital assets (including Product data, images, marketing material, etc.).
 - Permission to use the Authorized Online Reseller icon/badge furnished by Hansgrohe.
 - Listing on hansgrohe.com and axor-design.com (Shopfinder: Where-to-Buy section) as an Authorized Online Reseller, as applicable.
 - (e) A current list of the Authorized Online Resellers will be posted on hansgrohe.com and axor-design.com, or otherwise communicated to, or be accessible by, all Hansgrohe sellers.
3. **Sales Practices:** Reseller shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Hansgrohe. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Hansgrohe, the hansgrohe and AXOR brands, or the Products.
4. **Product Care, Customer Service, and Other Quality Controls:**
- (a) Reseller shall comply with all instructions provided by Hansgrohe regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions

provided on Product labels. Reseller shall store Products in a cool, dry place, away from direct sunlight.

- (b) Within 30 days of adding a new supplier, Reseller must provide information to Hansgrohe regarding the person(s) or entity(ies) from which Reseller purchases Products. In the event of a violation of the Reseller Policy, Hansgrohe may request information about Reseller's current supplier(s) and Reseller must provide this information within 30 days of such request.
- (c) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to the Products or their packaging are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
- (d) Reseller shall not represent or advertise any Product as "new" that has been returned open or repackaged.
- (e) Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "**Defect**"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Hansgrohe at sales.support@hansgrohe.com.
- (f) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection, installation, and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.
- (g) Reseller shall cooperate with Hansgrohe with respect to any Product tracking systems that may be implemented from time to time.
- (h) Reseller shall cooperate with Hansgrohe with respect to any Product recall or other consumer safety information dissemination efforts.
- (i) Reseller shall report to Hansgrohe any customer complaint or adverse claim regarding the Products of which it becomes aware. Reseller shall assist Hansgrohe in investigating any such complaints or adverse claims.
- (j) Reseller shall cooperate with Hansgrohe in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property:** Reseller acknowledges and agrees that Hansgrohe or its licensors own all proprietary rights in and to the hansgrohe and AXOR brands, names, logos, trademarks, service

marks, trade dress, copyrights, and other intellectual property related to the Products (the “**Hansgrohe IP**”). Reseller is granted a limited, non-exclusive, non-transferable, revocable sublicense to use the Hansgrohe IP solely for purposes of marketing and selling the Products as set forth herein. This sublicense will cease upon termination of Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the Hansgrohe IP shall inure solely to the benefit of Hansgrohe or its licensors. Reseller’s use of the Hansgrohe IP shall be in accordance with any guidelines that may be provided by Hansgrohe from time to time (“**Brand Guidelines**”) and must be commercially reasonable as to the size, placement, and other manners of use. Hansgrohe reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Hansgrohe IP at any time, without limitation. Reseller shall not create, register, or use any domain name or any mobile application that contains any Product name or any trademark owned by or licensed to Hansgrohe, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Hansgrohe.

6. **Termination:** If Reseller violates this Reseller Policy, Hansgrohe reserves the right to terminate Reseller’s status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller’s status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of the Products or has any affiliation whatsoever with Hansgrohe; and (iii) using all Hansgrohe IP.
7. **Modification:** Hansgrohe reserves the right to update, amend, modify, or discontinue this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller’s continued use, advertising, offering for sale, or sale of the Products, use of the Hansgrohe IP, or use of any other information or materials provided by Hansgrohe to Reseller following notice of the amendments will be deemed Reseller’s acceptance of the amendments.
8. **Confidentiality:** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of Hansgrohe and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Hansgrohe.

No Hansgrohe employee or representative is authorized to modify or change this Reseller Policy for any particular Authorized Reseller. Hansgrohe alone will implement, interpret and enforce this Reseller Policy in its sole discretion and independent judgment.

Please make sure that all appropriate people in your organization receive a copy of this Reseller Policy. This Reseller Policy is in addition to and separate from all other Hansgrohe policies.

Thank you for your continued support of Hansgrohe and the hansgrohe and AXOR brands.